



Monthly Subscription Terms and Conditions – v1.0 (June 2023)

(Website)

Building Legacies.

1. About this Agreement

1.1 Overview

This Agreement sets out the terms and conditions that apply to your donation subscription (subscription fees) with MATW Project USA (MATW).

The following terms also apply to your Subscription:

- a) The terms of use for any websites or mobile apps covered by your Subscription;
- b) our Privacy Policy (<https://matwproject.org/privacypolicy/>).

1.2 This Agreement is Binding

- a) You warrant that you are of legal age, and are authorised to, enter into this agreement and be bound by it.
- b) If you are entering into this agreement on behalf of a company or other legal entity, you warrant that:
 - i. you have full legal authority to bind that legal entity; and
 - ii. both you and the relevant legal entity will be bound by the terms set out under this agreement.

1.3 Duration

This agreement commences on the subscription Activation Date and continues until:

- a) you terminate this Agreement under clause 1.4; or
- b) MATW terminates this Agreement under clause 12.

1.4 Termination/Cancellation by Subscriber

You can terminate this Agreement at any time by:

- a) **Cancelling your subscription online by visiting:** <https://www.matwproject.org/cancel> **and following the prompts for immediate cancellation;** or
- b) By contacting MATW via email: info@matwproject.org, please note, cancellation will take between 2-7 business days through this method;
- c) Once you have successfully unsubscribed, you will receive an email confirmation to the email address registered under the Subscription, that you have successfully been unsubscribed. Your subscription will remain active until you opt out from the subscription voluntarily.

2. Managing your Subscription

2.1 Automatic Renewal of Subscribed Donation Products

- a) If you pay MATW the applicable donation amount, the subscribed donation or project will be assigned accordingly during the Subscription Term as set out in this agreement.
- b) Your Subscription for the Subscribed Donation Product (donation) will be automatically renewed every Subscription Period according to the Subscription Period nominated by you at the commencement of your subscription (except as set out in clauses 1.4, 11 and 12).

2.2 Subscribing to Other Donation Products

- a) During the Term, you can subscribe to other Donation Products by:
 - i. adding the Donation Product to your Subscription via the MATW website (or by contacting MATW via email and confirming in writing that you wish to subscribe to an additional Donation Product of your choice); and
 - iii. paying MATW the fees for that Donation Product.
- b) The Donation Product will become a Subscribed Product from the date MATW confirms in writing the acceptance of your Subscription for that Donation Product.

MATW Project (Muslims Around The World Project) ABN 60610666325

Ph 1300 628 977 Int. +612 9758 9037 Email info@matwproject.org Web www.matwproject.org

Address L2/ 47 Rickard Road, Bankstown, NSW 2200 Australia

2.3 Un-subscribing from a Subscribed Product

You can unsubscribe from any Subscribed Donation Product at any time through the steps outlined in clause 1.4 above

3. Website Access and Email Alerts

3.1 Application of this Clause

This clause 3 applies to any:

- a) email alerts, that form part of any Subscribed Donation, and
- b) access to Secure Areas of the Websites.

3.2 Email Alerts

- a) You will receive emails alerts relating to your Subscription, including receipts and project updates, as well as promotional information unless you have requested otherwise.
- b) Your email alerts will be emailed to the email addresses that you provide us with while completing your Subscription.
- c) To change the email addresses for receiving email alerts, please contact info@matwproject.org

3.3 Access to Websites

- a) We will provide you secure access to the MATW Website where you will be able to register your details subscribe to donation products of your choice.
- b) If we provide you with any credentials or you register a username and password:
 - i. you must keep them confidential, and not disclose them to any person,
 - ii. you are responsible for all acts and omissions in connection with the Websites, the Subscribed Products and this agreement that are carried out using your credentials as if they were your acts and omissions.

3.4 No Guaranteed Access

- a) By its nature, the internet is not uninterrupted or error-free, and so there may be times when the Websites are unavailable or do not work properly due to technical difficulties, or when our email alerts are delayed.
- b) We cannot guarantee that:
 - ii. The relevant Websites will be available or working correctly at all times; or
 - iii. Email alerts will always be sent out on time.
- c) We cannot guarantee that the Websites or email alerts will be free from computer viruses or other defects or errors which may affect your software or systems. To protect your software and systems we suggest you install and implement your own system protection software.
- d) You acknowledge that some of our content may not be viewable or accessible outside of Australia.

3.5 Our Right to Change Subscribed Products

We reserve the right to modify the Donation Product and the availability of any Subscribed Products, at any time. In the event your Subscription changes, you will be given 14 days' notice prior to when you would need to make a decision either to cancel or continue with the updated Donation Subscription and not be affected. Your Subscription change will automatically take place from your next Subscription Period.

4. Fees and Payments

4.1 Fees

You agree to pay MATW:

- a) the Subscription Fees for the Subscription Period for each subscribed Donation Product, payable in advance.
- b) Payments can be made online either using Debit/Credit card, Apple Pay, GPay and PayPal.
- c) You must advise us promptly of any changes to your payment details during the Subscription Term.
- d) The Subscription options are daily, weekly and monthly. Donation Subscription fees will be collected on the same day/date of their initial payment.

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- e) In the case of a Donation Subscription fee being due on the last day of the month, the payment will be debited on the last day of the month, every month, including during shorter months.

4.2 Refunds

All Donation Subscription fees are non-refundable, except that a refund of Subscription Fee paid is available:

- a) where required by law; or
- b) when a Subscriber serves written notice by emailing info@matwproject.org with evidence of any additional or unauthorised payment that has been paid, aside from the nominated Donation Subscription; or
- c) Change of mind refunds will only be processed under extenuating circumstances and the sole discretion of which rests with MATW;
- d) For general refunds, refunds not associated with subscriptions, please visit our Refund Statement and Procedure which can be found at the bottom of this page.

4.3 Acceptance of Terms

Payment of Subscription Fees is full acceptance of these terms and conditions and enters you into a binding agreement.

4.4 Fees – Nominated Payment Method

- a) You agree to pay the Subscription fees for each subscribed Donation Product during the Subscription Term.
- b) You are responsible for timely payment of Subscription Fees and for providing us with valid credit card or other nominated payment method details for the above-mentioned Subscription Fees to be processed.
- c) We will charge your credit card or nominated payment method for the Donation Product Subscription Fees :
 - i. on or after the Activation Date when your Subscription for that Subscribed Donation Product first starts; and
 - ii. after that, at the start of each Subscription Period during the Subscription Term.
- d) We may also charge your credit card or nominated payment method with any missed payments during the Subscription Period.

5. Ownership of Intellectual Property Rights

You agree that all rights, titles and interests (including all intellectual property rights) in the Products and the Websites are owned or licensed by us. The only right that you have in respect of the Products and the Websites is the right to use the Subscribed Products in accordance with this agreement.

6. Confidentiality

These terms and conditions and any information that we exchange under them (other than Subscribed Products) are confidential. You must not disclose them except:

- a) to the extent required by law or applicable tax purposes
- b) to the extent strictly required in connection with legal proceedings or a dispute resolution procedure relating to these terms and conditions; or
- c) if the information is generally and publicly available otherwise than as a result of a breach of this agreement or another obligation of confidence

7. Privacy

We may collect some of your personal details, and some of the personal details of Users, and use them to fulfil your Subscription. Unless you notify us otherwise, we may also use those personal details to communicate with you about renewing your Subscription and to notify you of any associated donation products and offers, or future Subscriptions. Our Privacy Policy sets out more information about how we handle personal information of any donors. You may access our privacy policy here – (<https://matwproject.org/privacypolicy/>).

8. Accuracy of Information

You are responsible for ensuring that all information you provide to us is accurate and up to date. If there are any errors in your contact information or other details, we are not liable for the consequences that may arise as a result of such errors or incorrect information, including sending any Subscribed Product to the incorrect address you tell us. To

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change or update your contact details or other information please contact the MATW Team via info@matwproject.org .

9. Our Liability

9.1 Availability of Donation Products

- a) Donation Products are provided to you “as is” and on an “as available” basis and on the condition that you undertake all responsibility for assessing the accuracy and completeness of such products and rely on it at your own risk. All content and information which you access through the Websites may be changed at our sole discretion.
- b) We are not liable for any indirect or consequential losses or any loss of revenue, loss of profit, loss of business opportunity, economic loss, loss of data or systems, loss of use, or payment of liquidated sums, penalties or damages under any agreement sustained by you or any other person arising from or in connection with this agreement; and
- c) Our total aggregate liability under or in any way connected with this agreement is limited to the amounts paid by you to us under this agreement in the six months immediately preceding the date on which the claim arose

9.2 Exclusions

- a) To the extent that you acquire goods or services from us as a consumer within the meaning of the Australian Consumer Law, you may have certain rights and remedies (including consumer guarantee rights) that cannot be excluded, restricted, or modified by agreement.
- b) Nothing in this clause 9 operates to exclude, restrict, or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would:
 - i. contravene that statute; or
 - ii. cause any term of this agreement to be void, (non-excludable obligation).
- c) Except in relation to non-excludable obligations, all conditions, warranties, guarantees, rights, remedies, liabilities, or other terms that may be implied by custom, under the general law or by statute are expressly excluded under this agreement.

10. Suspension of Subscription

- a) We may suspend or cancel your subscription without notice to you if:
 - i. you fail to pay the subscribed amount in accordance with this agreement.
 - ii. the access or availability of a Subscribed Product becomes unavailable or is no longer possible; or
 - iii. we reasonably believe that, during the Subscription Term, the payment is coming from an unlawful source that could induce a potential threat to our organization.

11. Termination of Agreement

10.1 Termination

We may terminate this agreement immediately by notice in writing if you:

- a) breach any term of this agreement; or
- b) are no longer subscribed to any Subscribed Product; or
- c) are part of an unlawful organisation; or
- d) are making a payment from an unlawful source.

10.2 Effect of Termination

- a) Termination of this agreement will automatically result in the termination of all then current Subscription Terms.
- b) Upon termination of this agreement, you will not be entitled to receive any refund of any part of any Subscription Fees or other Fees paid by you under this agreement.

12. General

- a. This agreement is made up of the Subscription Details and these terms and conditions.
- b. The law that applies to this agreement and to disputes arising from or in connection with it or the Websites is the

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law of Australia. You irrevocably submit to the exclusive jurisdiction of the courts of any Australia.

- c. If any provision of these terms and conditions is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- d. This does not apply where enforcement of the modified provision would materially affect the nature or effect of the parties' obligations under these terms and conditions.
- e. You may not assign your rights under this agreement, or attempt to do so, without our prior written consent (which we may give or withhold at our absolute discretion).
- f. These terms and conditions cannot be changed except in writing signed by MATW.
- g. Neither party is liable for any failure to perform or delay in fulfilling its obligations under this agreement if that failure or delay is due to anything beyond that party's control. This clause does not apply to any obligation to pay money.
- h. For US Acquiring for MATW Project USA, these Terms and Conditions, and any disputes or claims arising out of or in connection with them (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the United States of America.

13. Definitions

In these terms and conditions:

Term – Meaning

Activation Date - the date that we notify you via email that your Subscription has been activated or we provide you with a receipt for the purchase of the Subscribed Product or you have successfully paid for the subscribed product, whichever occurs first.

Additional Payments – Any payments apart from the agreed subscription fee.

Unauthorised Payments – Any Payment that is not authorised or made by the subscriber.

Australian Consumer Law - Schedule 2 of the Competition and Consumer Act 2010 (Cth) and the corresponding provisions of the Fair-Trading Act No. 68 of 1987 (NSW).

MATW Website –The website we own and operate under the domain name – (<https://matwproject.org/>)

Business Day - a day on which banks are open for business in Australia excluding a Saturday, Sunday or public holiday.

Fees - the fees set out in clause 4.1.

Non-Excludable Obligations – Is defined in clause 9.2(b)

Donation Product/ Product - a product (as amended from time to time) that we make available for subscription (whether alone or together with other products), that is more fully described on the MATW Website, and that is subject to the limitations set out in this agreement.

Secure Areas - any area of a website which we do not make accessible to the general public, and which we make accessible only to those with a Subscription or other registration.

Subscribed (Donation) Product – is a Donation Product to which you have made a Subscription during the Term, unless:

- you have un-subscribed from the Product under clause 1.4 or 2.3 or
- we have suspended your Subscription to the Product under clause 10, or
- or this agreement is terminated under clause 11.

The Subscribed Products at the Activation Date are set out in the Subscription Details.

Subscription - the subscription to one or more Donation Products that you make during the Term through the MATW Website or by contacting the Subscription Team, that we have accepted by notifying you via email of our acceptance or by supplying you confirmation of the relevant Subscription/Donation Product.

Subscription Details - if your Subscription is affected by the MATW Website, the Subscription details you:

- enter in the course of applying for that Subscription and that we accept; or
- if your Subscription is affected in any other manner, the document that sets out details of your Subscription and which we provide to you on or around the Activation Date.

Subscription Fees - in respect of a Subscribed Donation Product, the fees for subscribing to that Product, as set out in the MATW Websites.

Subscription Period - in respect of a Subscribed Product, the time period applicable to the Subscription never ends until the subscriber terminates the subscription or the Subscription is Terminated, Cancelled or Suspended under the agreement.

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Subscription Team - the MATW Subscription Team.

Subscription Term - the duration of a Subscription to a Subscribed Product, which starts on the Activation Date and ends:

- when that Subscription becomes an Unsubscribed Product; or
- if that Subscription does not become an Unsubscribed Product during the Term, then on termination of this agreement.

Term - is the duration of this agreement as described in clause 1.3.

Un-subscribed Product - a Product to which you are no longer subscribed because you have unsubscribed to it under clause 1.4 or 2.3 or we have suspended your Subscription to it under clause 10.

We, Us or MATW – Muslims Around the World International Limited - ABN 60 610 666 325

Websites - MATW mobile app and the website we own and operate under the domain name www.matwproject.org

You, Your - 1. the person listed as the 'Subscriber' in the Subscription Details; and

2. if the 'Subscriber' in the Subscription Details is a partnership or company or other legal entity, includes the individual who enters into this agreement on behalf of the partnership or company or other legal entity (as the case may be).

Refunds Policy

MATW International Ltd. accepts all donations in good faith, including subscriptions made via our website.

General Refunds

1. Error (not made by MATW)

a) Should an error occur relating to the amount of a donation, our valued donors have 60 days in which to notify MATW International Ltd (MATW) of the error in question, in writing. This can be done by emailing: info@matwproject.org. The following information must be included in the refund request:

- Date the donation was initiated;
- Donation Amount;
- Full Name of the Donor;
- Tax Invoice Number / Donation ID;
- Donation Details
- Refund Amount being requested;
- Description/Details of the Error.

b) Upon receipt of the request we will review your application and respond within 2-7 business days with the outcome of your request.

c) The tax invoice with the incorrect amount immediately deemed invalid and a new tax invoice will need to be issued for the corrected donation amount, subject to the outcome of the refund request.

d) Please note, MATW is under no obligation to provide a refund if an error has been made by the donor or the donor's associates, however, we will endeavour to rectify genuine errors, at MATW's sole discretion.

e) Should an error in the donation amount be detected and requested outside of the 60-day period from the date the donation was made, MATW regrets that we are unable to issue a refund.

2. Error (made by MATW)

a) In the event of an error being made by MATW or its authorised financial institutions, MATW will issue an immediate full refund upon being notified of and confirmation of the error.

This can be done by emailing: info@matwproject.org. The following information must be included in the error notification:

- Date the donation was initiated;
- Donation Amount;
- Full Name of the Donor;
- Tax Invoice Number / Donation ID;
- Donation Details

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- Description/Details of the Error.

b) The tax invoice with the incorrect amount is immediately deemed invalid and either a new tax invoice will be issued for the corrected donation amount or the tax invoice will be cancelled upon the error being resolved.

c) Should an error in the donation amount be detected and requested outside of the 60-day period from the date the donation was made, MATW regrets that we are unable to issue a refund.

3. Change of Mind

a) As a charitable organisation, MATW is under no obligation to provide a refund if a donor has had a change of mind, we therefore ask that you carefully consider your choice of donation before donating.